

**MEMORANDUM OF UNDERSTANDING  
FOR STRENGTHENING  
COOPERATION ON  
ENERGY AND ENVIRONMENTAL  
POLICIES AND PRACTICES  
BETWEEN  
THE SECRETARIAT OF THE  
ENVIRONMENT OF MEXICO CITY  
OF THE UNITED MEXICAN STATES  
AND THE GOVERNMENT OF THE  
STATE OF CALIFORNIA**

This Memorandum of Understanding (MOU) is entered into between the Secretariat of the Environment of Mexico City of the United Mexican States (SEDEMA), and the Government of the State of California, including the California Energy Commission (CEC) and the California Environmental Protection Agency (CalEPA), hereinafter referenced collectively as “the Participants.”

**ACKNOWLEDGING** that two-way trade in goods between Mexico and California represents one of the largest two-way trade relationships between Mexico and a U.S. state, in which the volume of trade has more than tripled over the past twenty years, growing from \$81.4 billion in 1993 to \$611.5 billion in 2018;

**ACKNOWLEDGING** that Mexico and California share not only strong economic ties, but a 140-mile (225-kilometer) border and associated environmental, historical, and cultural ties;

**ACKNOWLEDGING** that climate change threatens every nation, and for the sake of our collective future health and well-being must be addressed at all levels of government through urgent reduction of greenhouse gas emissions and preparation for climate impacts;

**NOTING** the potential for mutual benefit from expanding the current level of cooperation on energy and environmental policies and practices, including, but not limited to, cooperation on policies related to energy efficiency, renewable energy, clean energy technology, pollution abatement, and infrastructure for moving goods, people, and energy resources across the border;

**STRIVING** to develop a mutually beneficial relationship of partnership and cooperation between the Participants;

**CONSISTENT** with the governing laws of their respective countries; Have reached the following understanding:

Paragraph 1  
**OBJECTIVE**

The objective of this MOU is to expand cooperation between the Participants on the basis of equality and mutual benefit in the arenas of energy and environmental policies and practices. This MOU does not imply any legal obligations for the Participants.

Paragraph 2  
**AREAS OF COOPERATION**

The Participants will, subject to the laws, rules, regulations, and policies governing the subject matter in their respective countries, endeavor to:

1. Expand cooperation in mutual interest areas, including:
  - a. Energy, e.g.:
    - Energy efficiency (code compliance, data collection, data laboratories);
    - Emissions monitoring, reporting, verification, and enforcement;
    - Clean energy technology;
  - a. Environment, e.g.:
    - Air quality (including air pollution abatement);
    - Waste stream efficiency;
2. Promote scientific and technological collaboration for business development in emerging key sectors, including, but not limited to, clean energy technology.
3. Promote joint research and development efforts amongst research and academic institutions in Mexico City and California.
4. Organize joint symposia, seminars, workshops, exhibitions, and trainings.
5. Cooperate by other means related to the scope of this MOU, as may be decided upon by the Participants in writing.

Paragraph 3  
**IMPLEMENTATION**

The Secretariat of the Environment of Mexico City, and the State of California, including the CEC and CalEPA, shall serve as the respective contact points for communication and information exchange regarding this MOU.

To implement this MOU, the Participants may choose to meet yearly and develop annual work plans focused on the areas of cooperation identified in Paragraph 2.

Paragraph 4  
**FINANCIAL OBLIGATIONS AND PERSONNEL**

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by any of the Participants. All costs that arise from the activities under this MOU will be assumed by the Participant who incurs them, unless otherwise stipulated pursuant to a future written agreement. All activities undertaken pursuant to this MOU are subject to the availability of each Participant's resources.

The personnel designated by the Participants for the execution of this MOU shall work under the orders and responsibility of the organization or institution to which they belong, at all times maintaining their employment relationship with that organization or institution. Their work will not create an employer-employee relationship with any other organization or institution, so in no case shall that other organization or institution be considered as a substitute or joint employer of the designated personnel.

Paragraph 5

**PARTICIPATION OF OTHER INSTITUTIONS**

The Participants, by common consent, may seek the collaboration of a third party including universities and other public and private academic and research and development institutions, or any other organizations whose activities may contribute to achieving the goals of this MOU.

Paragraph 6

**TRANSPARENCY AND PUBLIC INFORMATION**

Documents and communications related to this MOU and its implementation may be subject to disclosure under public record laws of the countries of each Participant.

Paragraph 7

**OTHER RIGHTS, LAWS, AND INTERESTS**

All activities undertaken pursuant to this MOU, and all personnel designated by the Participants for the execution of those activities undertaken pursuant to this MOU are subject to the applicable laws of the receiving country. Such personnel, if visiting the other Participant to participate in an activity pursuant to this MOU, shall not engage in any activity unrelated to their duties.

The Participants intend to adopt all appropriate measures, in accordance with their respective laws and regulations, to protect intellectual property rights and interests.

Nothing in this MOU limits the right of each of the Participants to establish similar agreements with other institutions. Cooperation under this MOU does not affect the rights and obligations acquired by the Participants in other international agreements.

Paragraph 8

**INTERPRETATION AND APPLICATION OF MOU**

This MOU serves only as a record of the Participants intentions and does not constitute or create any legally binding or enforceable rights or obligations, expressed or implied.

Any difference that may arise in relation to the interpretation or application of this MOU shall be resolved through consultations.

Paragraph 9

**NOTICES**

Any notice or other communication between the Participants under this MOU will be in writing and shall be addressed to:

**For the State of California:**

Name: Andrew McAllister

Title: Commissioner, California Energy Commission

Address: 1516 9th Street, Sacramento, California, USA 95814

E-mail: Andrew.McAllister@energy.ca.gov

**For Mexico City:**

Name: Marina Robles García

Title: Secretary of the Environment

Address: Plaza de Constitución 1, piso 3, Ciudad de Mexico, Mexico

E-mail: mrobles@sedema.cdmx.gob.mx

Paragraph 10  
**FINAL PROVISIONS**

This MOU is neither a contract nor a treaty.

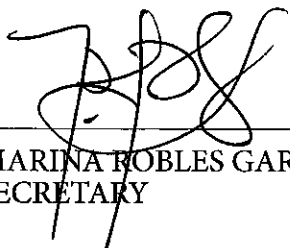
This MOU will be effective upon the date of its signature by both participants, will remain in force for two years thereafter, and may be renewed for equal periods by mutual consent of the Participants until terminated through written notice.

This MOU may be amended or modified by mutual written consent of the Participants.


Either Participant may terminate this MOU by providing the other with 30 days written notice.

Signed in Sacramento, California, United States on October 2, 2019, in two originals in Spanish and English languages, both texts being equally authentic.

FOR THE SECRETARIAT OF THE  
ENVIRONMENT OF MEXICO CITY

  
MARINA ROBLES GARCÍA  
SECRETARY

FOR THE CALIFORNIA ENVIRONMENTAL  
PROTECTION AGENCY

  
JARED BLUMENFELD  
SECRETARY

FOR THE CALIFORNIA ENERGY  
COMMISSION

  
ANDREW MCALLISTER  
COMMISSIONER